



Memorandum of Understanding

Northern California Regional Intelligence Center

Sheriff Greg Munks
Chairman
Northern California HIDTA Executive Board

Ronald E. Brooks
Director
Northern California HIDTA/RIC



NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2009 by and between the San Mateo County Sheriff acting in his capacity as fiduciary and fiscal agent of the Northern California Regional Intelligence Center, herein referred to as the "NCRIC", a federal-state-local law enforcement collaborative Fusion Center managed by the Northern California High Intensity Drug Trafficking Area Executive Board, herein referred to as the "NCIIDTA" Executive Board, and the San Francisco Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties," and

WHEREAS, the Parties provide Public Safety services within their jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Parties are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to facilitate the sharing of license plate information using a commercially available Automated License Plate Recognition (ALPR) system through which the NCRIC will be allowed custodial status of the other Agency's motor vehicle license plate recognition information; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this MOU; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

1. PURPOSE:

The purpose of this MOU is to provide a standardized approach and method of collection and sharing of Automated License Plate Recognition (ALPR) systems' data between the Northern California Regional Intelligence Center and Public

Safety Agencies in the Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, Santa Clara, Santa Cruz, San Benito, San Mateo and Sonoma.

1. MISSION AND OBJECTIVES:

The NCRIC is a multi-jurisdictional public safety information fusion center task force which is managed under the NCHIDTA Executive Board. The NCRIC was created to assist local, state, federal and tribal public safety agencies and critical infrastructure locations with the collection, analysis and dissemination of all crimes threat information. It is the mission of the NCRIC to protect the citizens of the fifteen Bay Area counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

2. DATA ACCESS AND SECURITY REQUIREMENTS:

- a. Data Access: The NCRIC further agrees to make the license plate information residing in the ALPR data repositories hosted by the NCRIC available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The NCRIC agrees to inform the Agency in advance, whenever possible, of scheduled system downtimes.
- b. Data Sharing: ALPR data contributed by each AGENCY will be shared with all AGENCIES that have entered into an MOU with the NCRIC. The AGENCY agrees not to facilitate information sharing between law enforcement entities that have not entered into agreements allowing such sharing.
- c. Security Requirements: The NCRIC and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR data repositories as specified in the Information Practices Act, the Public Records Act, California Attorney General's Model Standards and Procedures for Maintaining Criminal Intelligence Files and Criminal Intelligence Operational Activities, and 28 Code of Federal Regulations (CFR) Part 23. The Agency agrees to use information residing in the ALPR data repositories as a pointer system and not as the source of probable cause for law enforcement actions. Exceptions to the above policy shall not be implemented by any AGENCY without the approval of the NCRIC.

Agency further agrees that the information hosted in the ALPR data repository shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to background screening will be allowed access to the system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR systems shall not be granted.

3. BENEFITS TO AGENCY:

- a. Data Links: the centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information as result of disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.
- b. Analysis: NCRIC will enable Agency's law enforcement personnel to have access to analytical and de-confliction services provided free of charge to assist with the analysis of information received through the AGENCY'S ALPR program.

4. MOU CHANGES:

Any changes and additions to the MOU shall be made by written amendments to this MOU, and shall not be effective until approved in writing by the Parties. Annually, or more frequently as requested by the Parties, a joint review of this MOU shall occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

5. RECORDS AND REPORTS:

All NCRIC records generated by those assigned to the NCRIC will be maintained at the NCRIC office, if they are not otherwise disseminated. Dissemination of any information from the NCRIC will be done only in compliance with applicable state and federal laws, standards and procedures on a need to know and right to know basis. Classified material containing information or security files as defined in section 6254(f) of the California Government Code will be restricted by NCRIC and will only be released to other agencies on a need to know basis.

6. DURABILITY:

This MOU shall become operational and effective upon execution by the Parties. The MOU shall remain for a term of five years, and may be extended by written amendment of the Agreement. Parties may terminate the MOU Agreement at any time by giving written notice to the other Parties at least sixty (60) days prior to the effective date of termination.

7. BENEFITS AND IMMUNITIES:

The Parties shall agree that the provisions of this MOU are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this MOU.

8. INDEMNIFICATIONS:

Notwithstanding the provisions of Government Code Section 895.2, Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers agents or

employees arising out of or incidental to the performance of any of the provisions of this MOU. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and officers, except to the extent the Agency's personnel are using equipment registered to the County of San Mateo, and in that case, agency shall be solely responsible for its employee's acts or omissions.

The San Mateo County Sheriff has agreed to act as the fiduciary and fiscal agent for the NCRIC, and is doing so in an administrative capacity only. In that capacity, the County of San Mateo and the Sheriff administer the fiscal and administrative matters and are the registered owners of vehicles and equipment used by the NCRIC. If assigning staff to work at the NCRIC, Agency shall defend and indemnify the County of San Mateo and the San Mateo County Sheriff for any and all claims that are based on the Sheriff's service as the NCRIC fiduciary, NCRIC fiscal officer, or both or either of them.

General liability insurance policies will be purchased with NCHIDTA and/or NCRIC funds to protect the San Mateo County Sheriff, the NCRIC, the NCHIDTA and the County of San Mateo from risk of liability.

9. SIGNATORIES NOT AGENTS:

Parties to this MOU shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever.

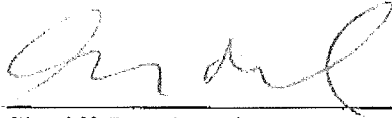
10. ASSIGNMENT PROHIBITED:

Parties to this MOU may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

11. NON-DISCRIMINATION:

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date as written below.



Sheriff Greg Munks,
San Mateo County Sheriff's Office
NC HIDTA Executive Board Chairman

12/4/09

DATE



Chief George Gascon,
San Francisco Police Department

11-7-09

DATE

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